

This document prepared by:
Bryan W. Duke, Esq.
The St. Joe Company
215 South Monroe Street
Tallahassee, Florida 32301

Attachment # 1
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CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made and entered into on this 7th day of May, 2003, by ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C., a Delaware limited liability company., whose mailing address is 1400 Oven Park Drive, Tallahassee, Florida hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

WITNESSETH:

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A", which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this easement, pursuant to Section 704.06, Florida Statutes:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials
3. Removal or destruction of trees, shrubs, or other vegetation.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.
5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.
9. Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the plan attached hereto as Exhibit B, which also addresses maintenance responsibilities.

It is understood that the granting of this easement entitles the Grantee to enter the above described land in a reasonable manner and at reasonable times to assure compliance with the conditions of this easement.

Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good rights and lawful authority to grant this easement and that the same is unencumbered. Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted hereby shall run with the land and shall enure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name by its VICE President and its corporate seal to be hereto affixed, attached by its Assistant Secretary, on the date first above written.

Signed, sealed and delivered
in the presence of:

M. A. Taff Collette
Taff Collette
Frank Paris

ST. JOE TIMBERLAND COMPANY OF
DELAWARE, L.L.C., a Delaware limited
liability company

By: J. EVERITT DREW
Its VICE President

ATTEST: Bryan Duke
Its ✓ Assistant Secretary

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 7th day of MAY, 2003, by J. EVERITT DREW of ST. JOE TIMBERLAND COMPANY, L.L.C., a Delaware limited liability company, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

M. A. Taff Collette
Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any



**Edwin G. Brown
& Associates, Inc.**

SURVEYORS • MAPPERS • ENGINEERS

Attachment # 1 EXHIBIT A
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PAGE 1 OF 2

March 20, 2003

ST. JOE LAND

CONSERVATION EASEMENT

I hereby certify that this is a true and correct representation of the following described property and that this description substantially meets the minimum technical standard for land surveying (Chapter 61G17, Florida Administrative Code).

Commence at a St. Joe Paper Company concrete monument marking the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 27, Township 1 South, Range 2 East, Leon County, Florida, and thence run South 379.52 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 297.40 feet to the Northerly right-of-way boundary of Tram Road, thence run South 89 degrees 32 minutes 38 seconds East along said right-of-way boundary 170.00 feet, thence run North 23 degrees 39 minutes 17 seconds East 76.16 feet, thence run North 17 degrees 04 minutes 10 seconds West 99.62 feet, thence run North 34 degrees 17 minutes 00 seconds East 40.85 feet, thence run North 20.00 feet, thence run East 20.00 feet, thence run North 40.00 feet, thence run East 20.00 feet, thence run North 40.00 feet, thence run West 234.32 feet to the POINT OF BEGINNING containing 1.34 acres, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.



WADE G. BROWN
Surveyor & Mapper
Florida Certificate No. 5959
(LB 6475)

02-447PSC:E22394

LEGALSE22394.CE

EXHIBIT "A"

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ST. JOE LAND
CONSERVATION EASEMENT #1

POINT OF COMMENCEMENT/ POINT OF BEGINNING
FND. 6x6 C.M. SJPC MARKING THE
NORTHWEST CORNER OF SOUTHEAST
QUARTER OF THE NORTHWEST QUARTER
OF SECTION 27, TOWNSHIP 1 SOUTH,
RANGE 2 EAST, LEON COUNTY, FLORIDA.

LINE TABLE		
LINE	BEARING	LENGTH
L1	NORTH	20.00
L2	EAST	20.00
L3	NORTH	40.00
L4	EAST	20.00
L5	NORTH	40.00

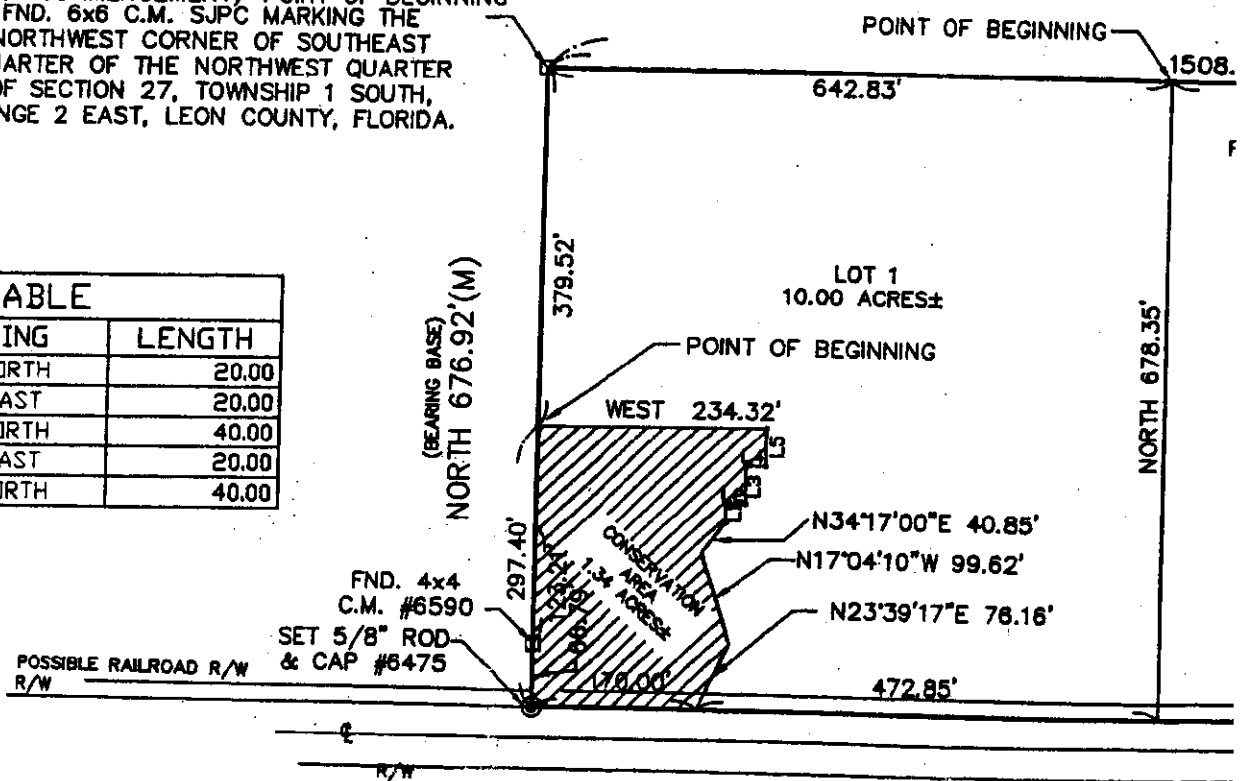


EXHIBIT "B"

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VEGETATION MANAGEMENT AND MAINTENANCE PLAN

Notice: This plan does not necessarily provide exemption from any other applicable local, state, or federal regulations.

A. The Following Activities Are Allowed Within The Conservation Easement:

1. Eradication of invasive and nuisance plant species through the application of herbicides or by physical removal of such plants. Herbicides must be applied in accordance with the manufacturer's labeling. As used herein, "invasive" species are those plants listed by the Florida Exotic Pest Plant Council's (EPPC) List of Invasive Species. "Nuisance" species are native plants not listed by the EPPC but are considered undesirable due to their competitive effects, such as grapevine, cattail, dog fennel, catbriar, etc. The Leon County Department of Community Development must be contacted prior to the eradication of nuisance plants to ensure the County agrees with designating the particular plant species as being a nuisance species.
2. Planting of native species that are adapted to local site conditions. Any proposed planting of additional vegetation should first be submitted to the Leon County Department of Community Development for review and approval.
3. Removal of dead, diseased, or dying vegetation. Such removal must be conducted in a manner that minimizes disturbance to the soil surface and minimizes impacts to nearby plants other than invasive or nuisance species.
4. Prescribed fire may be administered by a certified burner who must first obtain appropriate permits. Temporary disced or mowed fire breaks may be installed pursuant to Section 10-187(e)(3) of the Land Development Code after obtaining all necessary permits, including a Leon County Environmental Management Permit
5. Any other activities specifically authorized by an Environmental Management Permit issued by the Leon County Department of Community Development.

B. Maintenance of Conservation Easement:

The conservation easement area must be maintained in perpetuity such that the average percent cover accounted for by invasive plant species does not exceed 5 percent and the average percent cover accounted for by nuisance plant species does not exceed 10 percent. Immediately following a maintenance event, the average percent cover by invasive plant species should be as close to 0 percent as possible.

Maintenance of the conservation easement area shall be the responsibility of the property owner upon whose property the conservation easement is located. The property owner shall be deemed to be the person or persons shown as the property owner on the tax roll of the Leon County Property Appraiser.